Filed 5/28/19 Muro v. Chrysler Group CA2/1

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**



IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

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| SANDRA MURO,<br><br>Plaintiff and Respondent,<br><br>v.<br><br>CHRYSLER GROUP, LLC,<br><br>Defendant and Appellant. | B285747<br><br>(Los Angeles County Super. Ct. No. BC533112) |

APPEAL from a judgment of the Superior Court of Los Angeles County, Elizabeth Feffer, Judge. Affirmed.

Hawkins Parnell Thackston & Young and Barry R. Schirm for Defendant and Appellant.

Rosner, Barry & Babbitt, Hallen D. Rosner, Arlyn L. Escalante and Michelle A. Cook for Plaintiff and Respondent.

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Chrysler Group LLC (Chrysler)[1] appeals from an order awarding Sandra Muro her attorney fees and costs following a pretrial settlement of Muro's claim against Chrysler under the Song-Beverly Consumer Warranty Act (Act; Civ. Code, § 1790 et seq.).

Chrysler contends the trial court abused its discretion by shifting the burden of proof to Chrysler to show the amount of attorney fees Muro sought were not reasonably incurred. In our view, the record does not support Chrysler's contention. Finding no error, we affirm the judgment for fees and costs.

## FACTUAL AND PROCEDURAL BACKGROUND

Muro purchased a used 2007 Dodge Caravan on December 22, 2007, for $32,465.90, including taxes, fees, optional equipment and service plans, and finance charges on a six-year loan.[2] After 10 months and 12,000 miles, the vehicle began

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[1] In their briefs, the parties refer to Chrysler Group LLC as "FCA" or "FCA USA LLC." However, the judgment is against Chrysler and no other entity. The record contains no explanation of FCA USA LLC's role vis-à-vis Chrysler Group LLC, so we have treated each reference to "FCA" or "FCA USA LLC" in the briefs as a reference to Chrysler.

[2] Muro's complaint states her purchase agreement for the vehicle was "attached and incorporated by its reference as Exhibit 1." The complaint included in the record has no attachments. There is a Retail Installment Sale Contract attached as Exhibit C to the declaration of Steve Mikhov, Muro's counsel, that matches the December 22, 2007 Retail Installment Sale Contract attached as exhibit D to the declaration of

exhibiting transmission problems, and subsequently developed engine, electrical, air conditioner and braking issues. Muro presented the vehicle to an authorized service center for repairs on several occasions.

After owning the vehicle for nearly five years, Muro sought assistance directly from Chrysler on October 29, 2012. Chrysler did not offer Muro a buyback at that time.

## I. The Lawsuit

Muro filed a complaint against Chrysler on January 13, 2014, asserting a single cause of action for violation of the Act. Muro alleged her vehicle was used primarily for family or household purposes and fit within the Act's definition of "consumer goods." She further alleged her purchase agreement with Chrysler contained implied warranties of merchantability and fitness, and that the vehicle's defects and nonconformities, which substantially impaired its use, value and safety, manifested themselves within the applicable express warranty period.

Chrysler answered the complaint on February 4, 2014 and denied liability.

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Chrysler's counsel, Bartek Rejch. Since the parties raise no issue regarding the form or validity of the agreement evidencing Muro's December 22, 2007 vehicle purchase, we will assume the identical agreement attached as Exhibit C to Mikhov's declaration and as Exhibit D to Rejch's declaration is the purchase agreement missing from the complaint in the record.

## II. The Settlement Offers

On March 20, 2014, Chrysler sent a letter to Muro's counsel offering to "make restitution of the original purchase price, including any incidental and consequential expenses incurred, pursuant to Civil Code [section] 1793.2[, subdivision] (d)(2)(B)." Chrysler offered to pay reasonable attorney fees and costs pursuant to Civil Code section 1794, subdivision (d), and asked Muro to provide sufficient "documentation; sales contract or lease agreement, current registration, 30 day payoff and payment history," to allow Chrysler to properly calculate the settlement amount. In exchange for the foregoing, Chrysler requested return of the vehicle "in an undamaged condition (save normal wear and tear), with all original equipment intact, clear title, current registration and a fully executed Release for all defendants." Chrysler stated its motivation in making the offer was "to satisfy and fulfill [its] obligations, if any, under applicable State and Federal laws." Chrysler advised that the "offer should not be construed as an admission of liability."

Muro did not respond to the March 20, 2014 letter.

Eleven days later, Chrysler served a statutory offer to compromise pursuant to Code of Civil Procedure section 998 (section 998 offer), proposing to settle Muro's claims by paying "the actual price paid or payable for purchase" of the vehicle, "including any charges for transportation and manufacturer-installed options, but excluding non-manufacturer items installed by a dealer or [Muro], and including any collateral charges such as sales tax, license fees, registration fees, and other official fees, less the amount attributable to use pursuant to Civil Code

section 1793.2[, subdivision] (d)(2)(C)."[3] Chrysler further offered to pay, "subject to proof," "any incidental and consequential damages to which [Muro] is entitled under Civil Code [s]ection[s] 1793.2[, subdivision] (d)(2)(B) and 1794[, subdivision] (b), including, but not limited to, reasonable repair, towing, and rental car costs actually incurred" by Muro. Chrysler invited Muro "to submit an itemization of all incidental and consequential damages to Chrysler Group at the time she accepts this offer together with proof of same."

In the section 998 offer, Chrysler agreed to waive its costs and, in exchange for a mutual release by Muro, to pay Muro's attorney fees and costs in the amount of $5,000 or, if the parties could not agree on the reimbursable fees and costs, some other amount to be determined by noticed motion. The section 998 offer advised Muro of the application of Code of Civil Procedure

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[3] Civil Code section 1793.2, subdivision (d)(2)(C), provides, in relevant part: "When restitution is made pursuant to subparagraph (B), the amount to be paid by the manufacturer to the buyer may be reduced by the manufacturer by that amount directly attributable to use by the buyer prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. The amount directly attributable to use by the buyer shall be determined by multiplying the actual price of the new motor vehicle paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, by a fraction having as its denominator 120,000 and having as its numerator the number of miles traveled by the new motor vehicle prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity."

section 998, subdivision (c), whereby Muro would not recover her attorney fees and costs, and would be liable for the fees and costs incurred by Chrysler from that date forward, if she did not accept the offer and failed to obtain a more favorable judgment.

## III. The Settlement

Muro did not accept the section 998 offer, which she later characterized in connection with her motion for attorney fees as "invalid and unenforceable" and "incapable of valuation," since it was "grossly vague, ambiguous, and incomplete." Muro claimed Chrysler "failed to include any dollar amount, and did not specify how various items would be calculated, if disputed, such as the amount of the statutory mileage offset, or what categories of incidental and consequential damages could be recouped." Muro also asserted the section 998 offer "did not account for any civil penalties sought by [Muro] for Chrysler's willful violation" of the Act.[4]

The parties proceeded to litigate the case. Their subsequent attempt to settle at mediation in December 2014 failed, and Chrysler ignored Muro's request to attend a second mediation in January 2015.

In addition to written discovery by both parties and the depositions of Muro and the Chrysler person most

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[4] We note Muro's complaint did not allege any "willful" conduct by Chrysler, nor did it seek civil penalties in the prayer. We also note that, to the extent the complaint can be read to include a request for civil penalties, Muro conceded her request was precluded by an order of the bankruptcy court following Chrysler's unrelated bankruptcy proceedings.

knowledgeable, Muro served 26 deposition subpoenas on percipient witnesses in August 2015.

The case settled at the final status conference in January 2016 for $40,197.88.

## IV. The Fee Motion

Muro filed a motion for attorney fees and costs seeking attorney fees under the lodestar method of $97,737.50, a "lodestar multiplier" of 1.5 in the amount of $48,868.75, and actual costs of $10,911.25, for a total amount of $157,517.50. The amount of attorney fees Muro incurred represented the work of two law firms, 12 attorneys, and two "directors of legal services."[5] Muro argued the settlement was "an extremely positive result" as it represented "approximately double the repurchase, or 'buyback,' value of her vehicle."[6] Muro credited her attorneys' "zealous representation" as the "biggest factor" in "going from zero dollars prior to this lawsuit, to a vehicle repurchase offer worth approximately $20,000.00 shortly after this lawsuit was filed, to a final settlement of over $40,000.00, plus attorney[ ] fees and costs by motion . . . ."

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[5] Muro's attorneys included Richard M. Wirtz and Joshua Sams of Wirtz Law APC, and Mikhov, Lauren Ungs, Kristina Stephenson-Cheang, Amy Morse, Russell Higgins, Michael Ouziel, Christopher Swanson, Daisy Ortiz, Kirk Donnelly and Mark Gottlieb of Knight Law Group (Knight Law).

[6] Muro valued her "statutory repurchase amount (depending on how one interprets the statute for purposes of calculating damages)" at "around $20,000.00, after deducting a mileage offset as well as service contracts, theft deterrent devices, and surface protection products which [Chrysler] routinely argues are not recoverable." (Fn. omitted.)

Chrysler opposed the motion for fees and costs on the ground Muro's right to recover fees should have been cut off at $2,982.50, the amount incurred as of March 20, 2014, the date of Chrysler's initial settlement letter. According to Chrysler, Muro "finally decided to accept [Chrysler's] buyback offer [in January 2016 at the status conference], which [Chrysler] had been demonstrably willing to do since March of 2014." Chrysler contended that Muro's fee request should be reduced to reflect the purported fact that, "[r]ather than engage in meaningful settlement discussions, [Muro's] counsel refused to take yes for an answer, needlessly litigating this case for nearly two years."[7] Chrysler also questioned whether Muro's counsel ever relayed the section 998 offer to their client as they were ethically obligated to do.

Chrysler disputed Muro's assertion that the January 2016 settlement represented a doubling of the section 998 offer of "around $20,000," instead valuing that proposal at not less than $25,869.91, plus registration and maintenance fees. Chrysler

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[7] Chrysler also asserted that Muro was not entitled to recover fees incurred to pursue the Act's civil penalty for "willful" failure to comply (Civ. Code, § 1794, subd. (c)) since "no civil penalty was available as a matter of law because of the Chrysler bankruptcy." Muro conceded this fact in opposition to one of Chrysler's pretrial motions in limine: "[Muro] now acknowledges that [Chrysler] entered bankruptcy and that [her] claim is subject to the bankruptcy order. As such, [Muro] will submit to the [c]ourt striking the request for civil penalties within [her] complaint." Nonetheless, Muro inexplicably argued in her subsequent motion for fees that the section 998 offer was "noncompliant" because it "did not account for any civil penalties."

asserted that, since Muro "bore the costs of owning the automobile over this nearly two[-]year period—costs for which she is statutorily entitled to compensation—the buyback amount in 2016 would necessarily be higher than that which would have existed in 2014, irrespective of anything [Muro's] counsel did or did not do." Neither Chrysler nor Muro offered any evidence to establish what the difference in statutorily-recoverable costs was between March 2014 and January 2016.

Other than contending a fee award should be limited to $2,982.50, i.e., the amount of fees incurred by Muro prior to the section 998 offer, Chrysler did not assert any objections to either the itemized fees stated by Muro's counsel or the hourly rates they charged.

## V. The Hearing

At the hearing on the fee motion, the court engaged in a lengthy colloquy with Muro's counsel regarding the lack of evidence to demonstrate the attorneys actually relayed the section 998 offer to Muro. The court was troubled that Knight Law's itemized invoices did not reflect any communications between the attorneys and Muro commensurate with either the March 20, 2014 letter or the section 998 offer 11 days later. Instead, the first billing entry for communication with the client following the attorneys' receipt of the letter and section 998 offer did not occur until May 1, 2014, and did not describe the topic of the conversation. The court expressed concern that counsel may have violated ethical duties to Muro by failing to communicate the offer: "Again, there's no declaration before the court that Ms. Ortiz[, a junior associate,] had any knowledge of the settlement offers and that she was tasked with communicating . . .

settlement offers and strategy for rejecting them by Mr. Mikhov[, Muro's lead attorney,] through her to the client so there's an absence of evidence that Ms. Ortiz even had that discussion with [Muro] other than billing .3 [hours], and again, that's in the context of Ms. Ortiz reviewing discovery responses of Chrysler. For all we know it could have been just [to] discuss discovery. There's just no evidence that Ms. Ortiz had any knowledge of the settlement offers, had a discussion with Mr. Mikhov about strategy, and communicated to [Muro]."

The court stated that, while the perceived lack of evidence that the section 998 offer was communicated to Muro was concerning, the matter was "not really before the court" and constituted "issues that are left for the State Bar."

The court found the case was reasonably litigated, there was no apparent duplication of effort by Muro's numerous attorneys, and the hourly rates claimed were appropriate. After deducting 1.7 hours of time billed by Muro's counsel for interoffice conferences, the court granted the motion for attorney fees of $96,937.50 and costs of $10,911.25, for a total award of $107,848.75. The court denied Muro's request for a lodestar multiplier of 1.5. A written order prepared by Muro's counsel pursuant to the court's request indicated, among other findings, there was "no evidence that the matter would have settled earlier based on [Chrysler's] written offer early in the case."

## DISCUSSION

### I. The Act

"Popularly known as the automobile 'lemon law' [citation], the [Act] is strongly pro-consumer . . . [and] 'manifestly a

remedial measure, intended for the protection of the consumer . . . .' [Citation.]" (*Murillo v. Fleetwood Enterprises, Inc.* (1998) 17 Cal.4th 985, 990; see Civ. Code, § 1790.1.) The Act provides that "[i]f the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action." (Civ. Code, § 1794, subd. (d).)

"The statute 'requires the trial court to make an initial determination of the actual time expended; and then to ascertain whether under all the circumstances of the case the amount of actual time expended and the monetary charge being made for the time expended are reasonable. These circumstances may include, but are not limited to, factors such as the complexity of the case and procedural demands, the skill exhibited and the results achieved. If the time expended or the monetary charge being made for the time expended are not reasonable under all the circumstances, then the court must take this into account and award attorney fees in a lesser amount. A prevailing buyer has the burden of "showing that the fees incurred were 'allowable,' were 'reasonably necessary to the conduct of the litigation,' and were 'reasonable in amount.' " ' " (*Goglin v. BMW of North America, LLC* (2016) 4 Cal.App.5th 462, 470; see also *Nightingale v. Hyundai Motor America* (1994) 31 Cal.App.4th 99, 104.) This language reflects the Act's remedial purpose: " '[b]y permitting prevailing buyers to recover their attorney fees in addition to costs and expenses, our Legislature has provided injured consumers strong encouragement to seek legal redress in a

situation in which a lawsuit might not otherwise have been economically feasible.' " (*Robertson v. Fleetwood Travel Trailers of California, Inc.* (2006) 144 Cal.App.4th 785, 817; *Murillo v. Fleetwood Enterprises, Inc., supra*, 17 Cal.4th at p. 994.)

" 'We review an award of attorney fees under [the Act] for abuse of discretion. [Citations.] We presume the trial court's attorney fees award is correct . . . . [Citation.] "The ' "experienced trial judge is the best judge of the value of professional services rendered in his [or her] court, and while his [or her] judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong." ' " ' " (*Goglin v. BMW of North America, LLK*, *supra*, 4 Cal.App.5th at pp. 470-471; accord, *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, 998.)

## II. The Trial Court Did Not Err by Granting Muro's Motion for Attorney Fees

### A. *The Court Did Not Shift the Burden of Proof*

We turn first to the question of whether the trial court erred in its application of the burden of proof. Chrysler's primary argument on appeal is that the trial court "misapplied the law, and thus abused its discretion, by shifting the burden of proof to [Chrysler] to show that the amount of attorneys' fees Muro is seeking were *not* reasonably incurred." Specifically, Chrysler contends the trial court impermissibly shifted its focus to the events surrounding the section 998 offer, placing the burden on Chrysler to prove the case should have settled at or near the time the offer was made. In support of its argument, Chrysler refers to a single line in the court's order on the fee motion, wherein the court "finds that there is no evidence that the matter would have

settled earlier based on [Chrysler's] written offer early in the case. Chrysler states, without support, that "the trial court was under the impression that [*Chrysler*] was required to prove that but for the conduct of Muro's counsel, a settlement would have been reached early on in the case."

Muro rejects Chrysler's argument that the trial court improperly shifted the burden of proof, noting Chrysler failed to cite to any instance in the record where Chrysler was required to show Muro would have accepted its settlement offers. We agree. Nowhere during the proceedings did the court solicit evidence or even argument from Chrysler on the question of whether, but for Muro's counsel's alleged failure to convey the section 998 offer to the client, the case would have settled in March 2014. Instead, the record reflects the court's lengthy interview of Muro's counsel, only, regarding communication of the March 20, 2014 letter and the subsequent section 998 offer to Muro. The court repeatedly sought clarification from Muro's counsel as to why, according to their own billing records, they did not contact Muro until May 1, 2014, approximately one month after settlement overtures were made by Chrysler.

Thus, we do not read the court's finding in the order as anything other than its comment on whether Muro met her own burden to prove the fees incurred post-settlement offer were " ' " 'reasonably necessary to the conduct of the litigation,' and were 'reasonable in amount.' "' ' " (*Goglin v. BMW of North America, LLC, supra*, 4 Cal.App.5th at p. 470.)

B. *The Court Did Not Abuse Its Discretion by Awarding Attorney Fees to Muro*

Having determined the trial court correctly applied the burden of proof, we turn our analysis to the propriety of the fee award itself. Chrysler urges us to reverse the trial court's order because Muro "produced no evidence establishing that [the settlement amount] was due entirely to the efforts of her attorneys, as opposed to being, at least in part, nothing more than a function of the added, recoverable costs of owning, operating, and maintaining a vehicle for nearly two years after [Chrysler's] initial settlement offer." Thus, Chrysler posits, Muro's failure "to engage in settlement discussions in response to both [Chrysler's] letter of March 20, 2014" and its section 998 offer was unreasonable: "[t]he only real issue at that point should have been quantifying Muro's incidental and consequential damages and the costs, expenses, and attorneys' fees incurred up to that point—information within Muro['s] exclusive control."

Chrysler argues in a case like this one, "where the defendant contests the reasonableness of the plaintiff's fees based on having made an early settlement offer, the plaintiff may satisfy her burden of proof by showing that she reasonably rejected the offer." However, Chrysler claims, Muro could not meet her burden "because she had no evidence that her attorneys ever communicated [Chrysler's] settlement offers to her." Chrysler contends that the January 2016 settlement for $40,197.88, which it concedes is "more that [it] initially offered," is not evidence that Muro improved her position by continuing to litigate the case after receiving the section 998 offer in March 2014. Instead, Chrysler asserts, Muro "needlessly litigated [the

case] for nearly two more years, ultimately settling under identical terms as [Chrysler] offered in 2014."

Our colleagues in the Fourth District recently addressed remarkably similar facts in *Etcheson v. FCA US LLC* (2018) 30 Cal.App.5th 831 (*Etcheson*), finding that where a defendant's settlement offer contains unfavorable provisions or is otherwise invalid, it is not unreasonable for a plaintiff to reject that offer. (*Id*. at pp. 845-846.) In *Etcheson*, the automobile manufacturer, after admitting the vehicle qualified for repurchase under the Act, made two offers to compromise under Code of Civil Procedure section 998. The first offered to make restitution "in an amount equal to the actual price paid for the vehicle (including charges for the transportation and manufacturer-installed options as well as collateral charges such as sales tax, license fees, and registration fees, but excluding nonmanufacturer items installed by a dealer or the buyer) less an offset for plaintiffs' personal use, plus reasonable costs, expenses, and attorney fees." (*Id*. at p. 836.)

The plaintiffs objected to the offer on the grounds that, inter alia: (1) "its terms were vague, ambiguous, uncertain, and incomplete;" (2) "it did not specify a dollar amount of restitution;" (3) "it did not indicate the mileage to be used in the offset calculation;" (4) "it was silent as to specific incidental and consequential damages;" (5) "it failed to specify if and when the vehicle was to be returned or the date plaintiffs would be paid;" (6) "it was unclear as to whether plaintiffs would be required to sign a release;" and (7) "it was silent as to prejudgment interest." (*Etcheson*, *supra*, 30 Cal.App.5th at p. 836.)

The following year, the defendant served an amended section 998 offer proposing to pay the plaintiffs $65,000 in

exchange for dismissal of the action and return of the vehicle. (*Etcheson*, *supra*, 30 Cal.App.5th at p. 836.) Shortly thereafter, the parties negotiated a settlement whereby the defendant agreed to pay the plaintiffs $76,000 plus attorney fees, costs and expenses. (*Id*. at pp. 836-837.) The plaintiffs then moved for $139,227 in attorney fees and costs, comprised of lodestar fees of $89,445, a 1.5 multiplier on the fees of $44,723, and costs of $5,059. (*Ibid*.)

The trial court issued a tentative ruling that awarded the plaintiffs $81,745 in lodestar attorney fees and $5,095 in costs, denying the lodestar multiplier request. (*Etcheson*, *supra*, 30 Cal.App.5th at p. 838.) It its final ruling, however, the court "drastically reduced" the plaintiffs' requested fees, indicating "it was persuaded by [the defendant's] counsel's argument that [the defendant's] 'repeated efforts to settle this matter immediately after litigation was commenced should significantly reduce any fees awarded.' " (*Id*. at pp. 838-839.) The court concluded that it could not " 'make a finding that the fees [the p]laintiffs seek were reasonably incurred in the prosecution of this action when it appears abundantly clear that [the d]efendant from the beginning was trying to extricate itself from the case—simply asking the [the p]laintiffs to tell it what the appropriate dollar amount was—with no cooperation from the [p]laintiffs." (*Id*. at p. 839.) Finding that the performance of legal services after the first section 998 offer "were not necessary," the court cut off all fees and costs incurred by the plaintiffs after the service of that offer. (*Ibid*.)

The Court of Appeal reversed, concluding the trial court's rationale for finding the plaintiffs were not entitled to fees after the first section 998 offer "was based on improper considerations

as to the reasonableness of their response to and continued litigation after [the defendant's] unreasonable or invalid settlement offers." (*Etcheson*, *supra*, 30 Cal.App.5th at pp. 842-843.) "In substance and effect, the court incorporated the penalty provisions of section 998 (applicable to instances—unlike this case—where the plaintiff's result obtained is *less than* the defendant's settlement offer) into its reasonableness analysis, and failed to acknowledge that [the] plaintiffs for their counsel's litigation efforts recovered an amount more than double the value of [the defendant's] initial restitution offers." (*Id.* at p. 843.) The court declined to "indulge an inference that the trial court's order drastically reducing [the] plaintiffs' fee request from $89,445 to $2,636 was based on a legitimate lodestar assessment of the overall reasonableness of counsel's fees based on rates, duplication of effort, or complexity. . . . Rather, it expressly based its ruling on the necessity of [the] plaintiffs' continued efforts in litigating the case to the eventual settlement." (*Id.* at p. 846.)

The reviewing court also rejected the defendant's argument the settlement communications were " 'straightforward and concise' " and offered "to pay the 'full amount of restitution according to the statute's formula.' " (*Etcheson*, *supra*, 30 Cal.App.5th at p. 837.) Instead, the court found the offers were "unacceptable; the first informal offer required them to sign a release without stating any release terms, and the second was insufficiently specific, as the trial court found." (*Id.* at p. 846.)

For similar reasons, we reject Chrysler's argument that Muro's continued prosecution of her claim was unreasonable because she "ultimately settl[ed] under identical terms as [Chrysler] offered in 2014." Muro identified to the trial court several credible infirmities in Chrysler's offer. She argued the

section 998 offer contained ambiguous language and provisions that rendered it incapable of acceptance, including the failure "to include any dollar amount" or to "specify how various items would be calculated, if disputed, such as the amount of the statutory mileage offset, or what categories of incidental and consequential damages could be recouped."

The trial court impliedly found Chrysler's section 998 offer to be deficient, and we agree. Based on the evidence presented below, the parties' respective valuations of the section 998 offer never matched. Muro asserted the section 998 offer was worth "approximately $20,000," which Chrysler objected to as "unclear." However, Chrysler's own valuations throughout the underlying proceedings are hardly the definition of clarity. In April 2016, two months after the parties reached an agreement to resolve the matter but before the settlement was documented, Chrysler contended the proper settlement amount was $27,458.89. More than a year later, in connection with its opposition to the fee motion Chrysler inexplicably valued the settlement offer even lower, at $25,869.91, plus unidentified registration and maintenance fees. And yet, none of these estimations come close to the final settlement amount of $40,197.88. We, therefore, cannot conclude the court abused its discretion in awarding Muro the attorney fees incurred to reach this final resolution.

### C. *Chrysler Forfeited Any Challenge to the Specific Award of Fees and Costs*

Having found that the trial court committed no error in finding Muro reasonably incurred additional attorney fees and costs to litigate her claim following Chrysler's March 2014 offers, we now turn to the question of whether the court abused its

discretion determining the amount of those fees. We note that, in both the trial court and this appeal, Chrysler did not attack either specific tasks performed by Muro's counsel or the hourly rates her attorneys charged. Chrysler merely argues that Muro is only entitled to fees of $2,982.50, the amount incurred through March 20, 2014, an argument we disapprove above. By failing to present any argument regarding the propriety of the specific services rendered by Muro's counsel or the rates they charged, Chrysler has forfeited that issue on appeal. (*Christoff v. Union Pacific Railroad Co.* (2005) 134 Cal.App.4th 118, 125.)

**DISPOSITION**

The judgment is affirmed. Muro is awarded her costs on appeal.

NOT TO BE PUBLISHED

JOHNSON, J.

We concur:

ROTHSCHILD, P. J.

WEINGART, J.*

* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.